



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

July 20, 1980

DAVID M. YEARWOOD
GENERAL ATTORNEY

2134024
ate JUL 31 1980
se \$ 10.00
CC Washington, D. C.
Dear Madam Secretary:

RECORDATION NO. 7553-4m Filed 1425

JUL 31 1980-9 10 PM

INTERSTATE COMMERCE COMMISSION

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1979 between Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and First Security Bank of Utah, National Association, as Trustee, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released:

Thirty-five (35) 50-ton box cars bearing the Lessee's road numbers 90591, 90610, 90613, 90620, 90622, 90624, 90627, 90628, 90629, 90631, 90655, 90671, 90705, 91046, 91052, 91055, 91058, 91060, 91063, 91064, 91073, 91086, 91088, 91099, 91146, 91156, 91160, 91162, 91173, 91187, 91188, 91197, 110963, 111294 and 111312 and

Thirty-two (32) 50-ton gondola cars bearing the Lessee's road numbers 28043, 28046, 28047, 28049, 28051, 28053, 28055, 28058, 28064, 28066, 28067, 28070, 28074, 28076, 28077, 28080, 28084, 28086, 28092, 28093, 28096, 28099, 28100, 28105, 28107, 28108, 28111, 28115, 28116, 28119, 28120 and 28126

(hereinafter collectively called the Casualty Units), which have suffered Casualty Occurrences and for which payment has been made, from the terms and conditions of that Reconstruction and Conditional Sale Agreement dated as of June 1, 1974, which was filed and recorded with the Interstate Commerce Commission on September 25, 1974 and assigned Recordation No. 7553, and First Security Bank of Utah, National Association, released said Casualty Units from the terms and conditions of that Lease of Railroad Equipment dated as of June 1, 1974, which was filed and recorded with the Interstate Commerce Commission on September 25, 1974 and assigned Recordation No. 7553-B.

RECEIVED
JUL 31 9 07 AM '80

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachments

Interstate Commerce Commission
Washington, D.C. 20423

8/5/80

OFFICE OF THE SECRETARY

David M. Yearwood, Gen. Atty.
L&N RR Company
908 W. Broadway
Louisville, KY. 40203

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/31/80** at **9:10am**, and assigned recordation number(s). **7553-M**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7553-9
FILED 1980

Counterpart No. 1

Of 4 Counterparts

JUL 31 1980 - 9 12 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of December 15, 1979 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security Bank of Utah, National Association, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of June 1, 1974 (hereinafter called the Lease) between First Security Bank of Utah, National Association, as Trustee (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on September 25, 1974, and assigned Recordation No. 7553;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on September 25, 1974, and assigned Recordation No. 7553-B;

WHEREAS, thirty-five (35) 50-ton box cars bearing the Lessee's road numbers 90591, 90610, 90613, 90620, 90622, 90624, 90627, 90628, 90629, 90631, 90655, 90671, 90705, 91046, 91052, 91055, 91058, 91060, 91063, 91064, 91073, 91086, 91088, 91099, 91146, 91156, 91160, 91162, 91173, 91187, 91188, 91197, 110963, 111294 and 111312 and thirty-two (32) 50-ton gondola cars bearing the Lessee's road numbers 28043, 28046, 28047, 28049, 28051, 28053, 28055, 28058, 28064, 28066, 28067, 28070, 28074, 28076, 28077, 28080, 28084, 28086, 28092, 28093, 28096, 28099, 28100, 28105, 28107, 28108, 28111, 28115, 28116, 28119, 28120 and 28126 (hereinafter collectively called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
as Agent

By

Assistant Vice President

(Corporate Seal)

ATTEST:

Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
as Trustee

By

~~ASSISTANT TRUST OFFICER~~

(Corporate Seal)

~~ATTEST:~~

TRUST ADMINISTRATOR

STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On this 1st day of April, 1980, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires

(Notarial Seal)

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 17th day of July, 1980, before me personally
appeared John R. Jager, to me
personally known, who, being by me duly sworn, says that he is
asst. Trust Officer of First Security Bank of Utah,
National Association, that one of the seals affixed to the foregoing
instrument is the corporate seal of said association, that said
instrument was signed and sealed on behalf of said association by
authority of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of
said association.

Casey H. Koebel
Notary Public

My Commission expires 7/17/82.

(Notarial Seal)

